



**New Construction Residential Design
26P-CN-201**

CIHA Contact Information	CONTRACTOR Contact Information
Cook Inlet Housing Authority (CIHA)	
3510 Spenard Road	
Anchorage, Alaska 99503	
Phone: (907) 793-3000	Phone:
Email: Procurement@cookinlethousing.org	Email:
A/P Email: CIHAap@cookinlethousing.org	Fed ID/SSN No.
Contracting Officer:	Contractor Contact:
Rashaad Esters, Procurement Manager	
Name Title	Name Title

Both Cook Inlet Housing Authority (CIHA) and (Contractor) shall be collectively referred to herein as the "Parties."

1. TERM OF CONTRACT

This contract shall commence on the date it is fully executed by both Parties and shall remain in effect for a period of a one (1) year term, with an option to extend for an additional four (4) one (1) year terms based on available funding, satisfactory performance, mutual consent and agreed upon pricing. The contract shall automatically renew unless either Party gives written notice of thirty (30) days prior to the expiration thereof.

2. SCOPE OF WORK

Residential (Designs submitted to Anchorage Building Safety for plan review and approval) Scope of Work includes residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA requires Firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs under the International Residential Code (IRC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary building designs in-house with computer-based design software. The Scope of Work will require the awarded residential home designer and structural professional to work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Handout R.01 "Application Requirements for Single-Family, Duplex and Mobile Homes", Handout R.02 "Structural Review Items for Plan Review of Residential Permits and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous Contracts.

Exclusions from Handout R.01 requirements:

- Land surveying, proposed plot plans, As-builts (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Residential (Design option to exempt one- and two-family homes from plan review)

The Scope of Work includes residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA requires Firms that can provide design services, including concept design, to include new construction of single-family, duplex, tri-plex, and four-plex designs under the International Residential Code (IRC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary building designs in-house with computer-based design software. The Scope of Work will require the awarded residential home designer and structural professional to Work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Policy AG.38 Third Party Plan Review, Handout R.02 "Structural Review Items for Plan Review of Residential Permits and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous contracts.

Exclusions from Handout R.01 requirements:

- Land surveying, proposed plot plans, As-builts. (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Commercial

The Scope of Work includes commercial residential architectural and structural design services as required and as necessary to support CIHA's business operations. CIHA may require Firms to provide design services, including concept design, which include new construction of 3-plex and 4-Plex designs under the International Building Code (IBC), with local amendments, which are current and adopted by the Municipality of Anchorage at the time of the request for services.

CIHA may develop simple, preliminary designs in-house with PC based design software. The Scope of Work will require the awarded residential designer and structural professional to Work with CIHA staff to complete the design on electronic design software, and prepare the drawings and calculations as specified in the Municipality of Anchorage (MOA) Handout AG.06 "Building Permit Requirements for Commercial Buildings", and MOA Policy AG.04 "Structural Drawings – Review and Signature of Designer for Up to a 4-Plex Residential"

Building designs reuse; provide permitting coordination for pre-approved house plans that were originally developed under this or previous Contracts.

Exclusions from Handout AG.06 requirements:

- Land surveying, proposed plot plans, As-builts. (CIHA maintains term contracts with licensed land surveyors for residential and commercial survey drawings)

Project Services

- Residential designer will work with CIHA staff to complete building design
- Landscape design drawing incorporated with the building design
- Residential designer will work with structural professional to incorporate structural considerations in the design drawings, and prepare required structural calculations
- Residential designer will work with civil professional to incorporate civil considerations in the design drawings, and prepare required civil calculations when required for commercial permit applications
- Residential designer to provide building permitting services
- Residential designer will coordinate the design drawing with the land surveyor for proposed plot plans, and As-builts
- Residential designer will coordinate building design with the roof truss Manufacturer for the drawing and engineering of roof trusses for inclusion in the design drawings
- Residential designer will offer re-use permit coordination of pre-approved building plans
- Residential designer will offer conceptual design services when required

Construction Drawings and Documents

Construction Drawings shall be drawn to scale and shall provide the necessary information to verify compliance with applicable building codes and include but not limited to the following.

- Building Code study, including building construction type, occupancy, exiting and applicable code.
- Structural engineering calculations and specifications.
- Civil engineering and calculations, including storm water treatment plans, soil reports, geotechnical reports, storm water management reports, water & sewer design when required to obtain commercial building permits.
- Energy efficiency design: The construction drawings shall provide details including insulation materials, and their R-values, fenestration U-factors, mechanical system design criteria; mechanical space heating and water heating systems and equipment types, sizes and efficiencies; duct and pipe insulation and sealing; and air sealing details.
- Certified Plot Plan: (provided by others, with home designer coordination)

Stamped and signed by a Professional Land Surveyor, registered in the State of Alaska, showing the size and location of new construction and existing structures on the site and distances from lot lines, with established street grades and proposed finished grades as applicable.

- Landscaping plan: To include reference to quantity and location of plantings.

Provide common and scientific name, planting depth, root ball size, and other design criteria as required by Title 21 and any other authorities having jurisdiction.

- **Architectural Drawings:** To include building elevations, cross sections, floor plans; the location and sizes of all doors, windows, closets, decks, plumbing fixtures, cabinets and appliances, wall and column sizes, thickness and material. To include the use of all areas and means of egress, fire assembly construction, and energy efficiency details.
- **Structural Drawings:** To include footing construction detail, foundation construction details, framing construction detail, masonry construction detail, wood construction detail, steel construction detail, showing supports, connections, design criteria, snow load, wind gust and seismic design categories.
- **Foundation Drawings:** To include all applicable dimensions including footing sizes with description of reinforcement layout and description of foundation drain system location of all slabs describing thickness of slab, base, reinforcement, vapor barrier and any slopes.
- **Civil Drawings (when required):** To include civil site plan, existing and proposed topography, drainage patterns, water system design, waste-water system design, storm-water system design, snow storage calculations, parking calculations, structural fill details and cross-sections and utility connection details.
- **Roof Framing Drawings:** To include engineering, size, type, location and anchoring of roof trusses.
- **Lighting Plan:** light fixture location

3. CONTRACTOR RELATIONSHIP

Contractor will act as a contractor under this Contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of CIHA due to this Contract and therefore, the Contractor is not entitled to any medical, dental, or other insurance benefits. The Contractor will provide the services and achieve the results specified by CIHA free from direction or control of CIHA as to means and methods of performance.

4. TERM AND TERMINATION, RIGHTS AND REMEDIES

- 4.1 **Termination without Cause** - This Contract may be terminated by mutual consent of both Parties or by either Party upon thirty (30) days' written notice. Because circumstances may arise requiring CIHA to discontinue a program or project to which Contractor's activities relate, it is necessary for CIHA to have the right to terminate this Contract with Contractor without cause. Therefore, Contractor agrees that CIHA may at any time upon thirty (30) days' written notice terminate this Contract without cause and reimburse Contractor as described in Paragraph 4.3.
- 4.2 **Termination for Cause** - CIHA, by written notice of default to the Contractor, may terminate the whole or any part of this Contract if the Contractor:
 - i. Fails to provide services required by this Contract within the time specified or any extension agreed to by Contractor; or
 - ii. Fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms.
- 4.3 **Rights Upon Termination** - In the event of termination under this Contract, Contractor

shall not have any claim for damages but has the following rights and responsibilities:

- i. Contractor will be responsible for the demobilization of the crews, equipment, and materials of Contractor, if necessary.
- ii. CIHA will pay Contractor on a pro rata basis for the portions of Work completed and materials delivered in accordance with the Contract prior to the notice provided that Contractor shall provide CIHA with a detailed written report of the Work performed thereunder to the date of termination.
- iii. Any other reasonable costs incidental to the termination of the Contractor Contract provided that CIHA has authorized these costs before the Contractor incurs them.

5. COMPENSATION AND MANNER OF PAYMENT

5.1 Fees for Work

- i. Contractor shall invoice CIHA for Work performed and will be paid for Work rendered as described in Contractor's Quote dated **00/00/2026**.
- ii. Invoices for services performed will be submitted monthly to CIHA. Payment of invoices is due and owing thirty (30) days from the receipt of the invoice. Contractor shall keep an accurate record of all hours worked and shall include an accurate accounting of it on each monthly invoice. In addition, a written monthly report shall be attached describing program activities for the month. Invoices shall reference CIHA's contract control number and the name of the CIHA employee requesting services.
- iii. Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org; or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, AK 99503.

6. INVOICING

Invoices are to include the contract control number, date(s), and a list of exact services performed, within thirty (30) days from the end of the monthly billing period.

Invoices shall be sent to CIHA Accounts Payable Department by one of the following methods: 1) email to cihaap@cookinlethousing.org or 2) mail to Cook Inlet Housing Authority, Attn: Accounts Payable, 3510 Spenard Road, Anchorage, Alaska 99503.

7. REPRESENTATIONS AND WARRANTY

- 7.1 **Representations** - Contractor represents that it is customarily in business of the same nature as the Work to be performed hereunder and that the Work shall comply with all federal, state and local laws and regulations.
- 7.2 **Warranty** - Contractor warrants to CIHA that all Work will be of good and workmanship quality, free from faults and defects. Contractor shall correct promptly any Work of its own or its subcontractors found to be defective or not in compliance with the terms of this Contract.

8. OWNERSHIP; PUBLICATION; REPRODUCTION; USE OF MATERIAL

Except as otherwise provided herein, all data, documents and other copyrightable materials produced by Contractor under this Contract shall be the property of CIHA which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions

of such materials presently in the public domain or which are not subject to copyright.

9. INDEMNITY AND INSURANCE REQUIREMENTS

To the fullest extent permitted by law, Contractor shall release, defend, indemnify and hold Cook Inlet Housing Authority (CIHA), its subsidiaries, directors, officers, agents, officials, employees and consultants (collectively, "Indemnified Parties") harmless from and against all claims or loss, including without limitation any and all demands, suits, expenses, damages, fines, charges, liens, actions or liability of any nature, kind or character whatsoever, and including without limitation, claims or loss resulting from injury, death, economic loss, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, attorneys' fees, costs or expenses or any other kind of loss (collectively, "claims or loss"), related to, resulting from or arising directly or indirectly out of the activities of Contractor, the performance, failure of performance or breach of any term of this Contract by Contractor, or by any person or entity employed by Contractor in the performance of this Contract, regardless of whether such claim or loss is caused in part by Indemnified Parties.

Contractor's responsibility for defense and indemnification extends to and includes any claim or loss alleging acts or omissions by Indemnified Parties that are said to have contributed to the claim or loss. However, Contractor shall not be required to indemnify an Indemnified Party for any claim or loss that results from the sole negligence or willful misconduct of the Indemnified Party.

In any and all claims against the Indemnified Parties by any employee of Contractor, anyone directly employed by Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Contractor agrees that as part of any subcontract, its subcontractor shall provide assurance of defense and indemnity in CIHA's favor that are identical in scope as those assumed by Contractor under the terms of this Contract.

The requirement of any insurance required of Contractor under this Contract shall not limit Contractor's indemnification responsibilities under this section in any way.

10. INSURANCE AND LIABILITY

10.1 Insurance

Without limiting the Contractor's indemnification responsibilities, it is agreed that Contractor shall purchase, at its own expense, and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Such policies shall be primary and noncontributory to any policies held by CIHA.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, CIHA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Manager of Procurement prior to fully executing the Contract, and as a condition of payment, Contractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under the Contract, whether the operations are by Contractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This includes Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Contractor's insurance shall name Cook Inlet Housing Authority (CIHA) as additional insured, except for Worker's Compensation. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under Alaska Statutes Title 21. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance companies obligated under the following described policies must have a best rating of "A - VII" or better as identified in the A.M. Best Insurance Rating Guide, most recent edition.

10.2 **Minimum Limits of Liability**

Contractor shall maintain with a company satisfactory to CIHA at least the limits of liability set forth below. The requirements of this section shall not limit Contractor's indemnification responsibilities as provided in the Contract.

- i. **Worker's Compensation and Employers' Liability:** The Contractor shall provide and maintain, for all employees engaged in work under this Contract, coverage as required by AS 23.30.045; and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. This policy must waive subrogation against Cook Inlet Housing Authority.
 - i. Workers Compensation - Statutory limits
 - ii. Employers Liability - \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee; \$1,000,000 Disease - Policy Limits
- ii. **Commercial General Liability Insurance:** Covering all business premises used by and operations conducted by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit per occurrence. This policy must waive subrogation against Cook Inlet Housing Authority.
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$2,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal and Advertising Injury
 - v. \$50,000 Fire Damage Legal Liability (any one fire)
 - vi. \$5,000 Medical Expense (any one person)
- iii. **Commercial Automobile Liability Insurance:** Covering all vehicles, owned, hired or non-owned, used by the Contractor in the performance of services under this Contract with minimum coverage limits of \$1,000,000 combined single limit of bodily and property damage. This policy must waive subrogation against Cook Inlet Housing Authority.

11. **CONFLICT OF INTEREST AND CONFIDENTIALITY**

11.1 **Confidentiality** - All information obtained by Contractor from CIHA related in any way to the Contract or Work to be performed thereunder is confidential and proprietary to CIHA. Contractor shall not use or re-disclose such confidential information for any purpose other than the performance of the Contract. CIHA shall retain ownership of all confidential information disclosed to the Contractor and upon written request by CIHA; Contractor shall return to CIHA all such confidential information. The return of the information shall not terminate any of Contractor's obligations hereunder. Contractor shall be responsible for any breach by its employees or subcontractors of this section and the resulting damages.

11.2 **Conflict of Interest**

- a. Contractor affirms that to the best of their knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and their services under this Contract, and in the event of change in either their private interests or services under this Contract, they will inform CIHA's Procurement Manager regarding possible conflict of interest, which may arise as a result of such change. Except as to the regular operation of Contractor business, during the term of this Contract, the Contractor, its employees and its agents who are privileged to gain access to confidential information, will not enter into any activity, employment, or business arrangement which conflicts or competes with the business interests of CIHA, its subsidiaries, parents or affiliates, or with Contractor obligations under this Contract. In addition to the foregoing, Contractor shall not, for any reason:
 - i. Use their status as a Contractor of CIHA to obtain for their personal use, any loans, goods, services, cash, employment, or other benefits from any person or entity on terms which would not otherwise be available to them.
 - ii. Make any statement or perform any act intended to advance the interests of any competitor of CIHA in any way that could materially and adversely affect CIHA; or
 - iii. Solicit any employee of CIHA to join them in the formation or operation of any business intended to compete with CIHA or solicit the possible future employment of such employee by any such business.

In the event of doubt concerning the applicability of any of the foregoing to any proposed activity by Contractor, Contractor before engaging in such activity shall consult with CIHA's Procurement Manager before engaging in the proposed activity. The duty of CIHA and Contractor to maintain confidentiality of information under this Section continues beyond the term of this Contract, or any extensions or renewals of same.

12. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grant project, notices setting out the provisions of AS 18.80.220. The Contractor shall state, in all solicitations or advertisements for employees to work on this project, that the Contractor is an equal opportunity employer (EEO) and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall include the provisions of this EEO article in every subcontract relating to this Contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor.

13. ENTIRE CONTRACT

This Contract represents the entire agreement between the Parties superseding any prior or concurrent Contracts as to the services being provided, and no oral or written terms or conditions, which are not contained in this Contract, shall be binding. This Contract may only be amended by written consent of the Parties and made a part of this Contract.

14. NOTICES

Any notice required pertaining to the subject matter of this Contract shall be made in writing for delivery in person or by mail, properly addressed to each Party to whom given, with postage and charges prepaid, to the individual named and at the address listed on page one (1) of this contract. A notice shall be deemed given only when received by the Party to whom such notice is directed, except that any notice given by registered or certified mail, or by facsimile, shall be deemed given to and received by the party to whom directed within twenty-four (24) hours after such notice is sent, or when actually received, whichever occurs first.

15. ASSIGNMENT

Neither this Contract nor any rights, duties or interest hereunder shall be assigned by any Party without the prior written consent of the other(s). The preceding notwithstanding, this Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective partners, successor and assigns.

16. FORCE MAJEURE

CIHA and Contractor shall not be liable for their respective failure to perform any of their obligations under the Contract. If prevented from performing such obligations by a cause beyond their reasonable control which, by the use of due diligence, CIHA or Contractor, as the case may be, shall not have been able to overcome, including but not limited to, acts of God, natural disaster, civil commotion, quarantine, fire, labor disputes or any action or non-action of the United States government, and including changes in existing legislation affecting the subject matter of this Contract.

17. ATTACHMENTS

The following attachments are included and made a part of this Contract:

- A. Contractor Proposal – Dated 00/00/0000

The following attachments are included and made a part of this Contract by reference:

- B. Current Certificate of Insurance
- C. Current State of Alaska Business License
- D. RFP 26P-CN-201
- E. Current Municipality of Anchorage, Wasilla, and Palmer Licenses

18. CONTROLLING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the state of Alaska. Any legal action arising out of or relating to this Contract shall be brought and heard only in a state or federal court located in Anchorage, Alaska. Both Contractor and CIHA submit to the personal jurisdiction of these courts and waive any right to change or challenge the venue specified above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in and hereby agree to its terms and conditions. This Contract is effective the date of the signature of CIHA herein.

CONTRACTOR:

CIHA:

COOK INLET HOUSING AUTHORITY

Print Name

Print Name

Title

Title

Date

Date

SAMPLE